Appendix E to DIR Contract No. DIR-SDD-1772
ON-DEMAND SUBSCRIPTION AGREEMENT
(2/10)

_____

This On-Demand Subscription Agreement (the "Agreement") is a part of DIR Contract No. DIR-SDD-1772 and is made and entered into effective this   day of   , 201   (the "Effective Date") by and between:

Pitney Bowes Software Inc. ("PBSI")   **("Customer")**
4200 Parliament Place, Suite 600
Lanham, Maryland 20706-1844

1.   Definitions. For the purposes of this Agreement, the following terms shall have the corresponding definitions:

        "Allotment" shall mean the number of Transactions (as defined below) subscribed to by Customer during a given Term;

        "Available Hours of Operation" shall mean twenty-four (24) hours per day, seven (7) days per week exclusive of Scheduled Downtime, described in Section 9(b), below, and downtime arising from causes beyond the reasonable direct control of PBSI, such as the interruption or failure of telecommunications or digital transmission links, hostile network attacks or a Force Majeure event, as set out in Section 14, below;

        "Available Hours of Support" shall mean the hours set out in the Documentation during which time Customer may obtain technical support for the Services;

        "Customer Data" shall mean any data, such as an address record, telephone number or user query, or other material submitted by Customer to the Service or provided by Customer to PBSI for the performance of the Service;

        "Documentation" shall mean PBSI's guide for the Service maintained on PBSI's website that describes the functionality and service level support for the Service;

        "Service" shall mean the subscription services offered by PBSI as more fully described in Exhibit 1;

        "Subscription Order" shall mean Exhibit 1 or a subsequent document pursuant to which Customer acquires the right to access the Service;

        "Transaction" shall mean the submission and processing of each individual Customer Data to the Service or the response to each individual Customer Data or user query submitted to the Service; and

        "Term" shall mean the term of the Agreement set out in Section 3, below.

2.   Grant of Rights. PBSI hereby grants Customer a non-exclusive, non-transferable right to access and use the Service identified in the Subscription Order during the term of the Subscription Order, subject to the terms of DIR Contract No. DIR-SDD-1772 and this Agreement and the Subscription Order. PBSI reserves all rights to the Service not expressly granted by DIR Contract No. DIR-SDD-1772 and this Agreement.

3.   Term of Agreement.

a)   DIR Contract No. DIR-SDD-1772 and this Agreement are effective on the Effective Date and shall remain in effect for an initial Term of twelve (12) months (the "Initial Term"). Termination shall be in accordance with Section 10.B. of Appendix A of the DIR Contract No. DIR-SDD-1772.
b)   Each Subscription Order shall be effective on the date set out therein and shall remain in effect, subject to Section 3(a), above, during the term identified in the Subscription Order. Subscription Order can be extended upon notice from vendor and customer concurrence to renew prior to the then effective expiration date.
c)   In accordance with the Texas Public Information Act, upon termination of DIR Contract No. DIR-SDD-1772 and this Agreement or expiration of the term of a Subscription Order, Customer shall immediately cease use of the Service and PBSI and Customer to the extent authorized by applicable records retention laws and policies, shall promptly return all Confidential Information of the other party. Sections 4, 6, 7, 8, 11, 12, 17 and 18 shall survive termination of this Agreement indefinitely or to the extent set out therein.

4.   Fees; Payment Terms.

a)   All fees shall be at the rates set forth in Appendix C of DIR Contract No. DIR-SDD-1772. Customer shall pay to PBSI the fees set out in each Subscription Order. Except as otherwise set out in a Subscription Order, all fees are stated in and shall be paid in United States dollars. As per Section 151.309. Texas Tax Code, Texas Governmental Customers under DIR Contract No. DIR-SDD-1772 and this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, governmental customers under this Agreement are exempt from Federal Excise Taxes. 26 United States Code Sections 4253(i) and (i). DIR makes no representation about the tax exempt

status of Non-Texas Governmental and Non-Governmental Customers under DIR Contract No. DIR-SDD-1772.

b)   All fees shall be at the rates set forth in Appendix C of DIR Contract No. DIR-SDD-1772. Invoicing and Payment shall be in accordance with Sections 7.B and 7.C of Appendix A of the DIR Contract No. DIR-SDD-1772.

c)   Customer agrees to purchase access to the Service as indicated in the applicable Subscription Order, which may be used during the term of the Subscription Order (not to exceed twelve (12) calendar months). Service(s) purchased may not be carried over into subsequent terms. Upon request, PBSI will issue Customer a report detailing the current number of Transactions charged against Customer's Allotment, one (1) time per calendar quarter.

5.   Customer Responsibilities.

a)   Except as otherwise provided in a Subscription Order, Customer shall use the Service solely for its internal business purposes and shall not use the Service on behalf of or make the Service available to any third party. All Customer Data submitted to the Service must be submitted in PBSI's submission format in accordance with the Documentation or any other format agreed to by the parties. Customer shall also comply with applicable laws governing use of the Services, including, without limitation, any data protection or privacy laws.

b)   Customer shall identify to PBSI its personnel responsible for Customer's use of the Service, including any technical, administrative and contract matters. Customer shall be solely responsible for the content of all Customer Data submitted to the Service and shall comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Customer Data.

c)   Customer shall not use the Service to send or store infringing, obscene, threatening or unlawful or tortuous material or disrupt other users of the Service, network services or network equipment. Disruptions include, but are not limited to, denial of service attempts, distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Service to make unauthorized entry to any other device accessible via the network or Service. In addition, Customer shall not reverse engineer, decompile or disassemble the Service. The occurrence of any of the foregoing shall be deemed a material breach and PBSI may immediately terminate this Agreement upon notice to Customer.

6.   Confidentiality.

a)   To the extent authorized by the Texas Public Information Act, during the term of this Agreement, each party may have access to certain confidential and proprietary information of the other party, (collectively, the "Confidential Information"). Confidential Information shall include, but is not limited to: (i) the Service, Documentation, Customer Data; (ii) customer lists, prospect lists, existing agreements with vendors and business partners of either party, pricing proposals;

(iii) marketing, sales, financial and other business information, data and plans; (iv) research and development information; (v) formulas, methods, know-how, processes, designs, new products, performance tests, proprietary computer software, bug fixes, reported problems with the Service; (vi) information concerning the service providers of either party; and (vii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential.

b)   To the extent authorized by the Texas Public Information Act, Confidential Information shall be used solely for each party's performance under this Agreement and the exercise of its rights hereunder and shall not be disclosed to any third party. PBSI may, subject to the terms of DIR Contract No. DIR-SDD-1772 and this Agreement, disclose Customer's Confidential Information to any entity controlling, controlled by or under common control with PBSI or a third party consultant or contractor assisting PBSI with the Service or any of PBSI's other obligations under DIR Contract No. DIR-SDD-1772 and this Agreement. PBSI shall require such third party consultant or contractor to agree in writing to confidentiality provisions at least as protective of confidential information as the provisions set out herein. Each party shall take reasonable precautions, at least as great as the precautions it takes to protect its own confidential information, to maintain the Confidential Information in strict confidence.

c)   To the extent authorized by the Texas Public Information Act, Confidential Information shall not include any information that the receiving party can establish: (i) is or subsequently becomes publicly available through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to disclosure of such information; (iii) is subsequently disclosed to receiving party by a third party who is not in breach of an obligation of confidentiality; (iv) is independently developed by the receiving party without the use or benefit of the Confidential Information or (v) is required to be disclosed pursuant to the Texas Public Information Act. To the extent authorized by the Texas Public Information Act, Confidential Information may be disclosed under a court order, or a valid subpoena, to the extent counsel for the receiving party determines in its reasonable discretion that the disclosure of such Confidential Information is reasonably required and promptly notifies the disclosing party in writing of such determination.

d)   Either party may be irreparably damaged if the obligations under this Section are not enforced and such party may not have an adequate remedy in the event of breach by the other party of its obligations. To the extent authorized by Texas Law and Constitution the parties agree, therefore, that such party may be entitled, in addition to other available remedies, to an injunction restraining any actual, threatened or further breaches of the other party's obligations under such Section or any other appropriate equitable order or decree

7.   Proprietary Rights; Suggestions. Customer shall retain all right, title and interest in and to all Customer Data. Customer grants PBSI a royalty-free, worldwide, irrevocable, perpetual license to use or incorporate into the Service any

suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Service.

8.   Non-infringement; Indemnification.

a)   Indemnification shall be in accordance with Section 9.A. of Appendix A of DIR Contract No. DIR-SDD-1772.

b)   In the event of an infringement claim or if Customer's use of the Service is otherwise enjoined, PBSI shall have the right to: (i) offer a non-infringing replacement Service, at no cost to Customer, which replacements shall be functionally equivalent to the Service (ii) procure, at no cost to Customer, the right to continue to use the Service, or (iii) direct Customer to terminate use of the Service. If PBSI directs Customer to terminate use of the Service, Customer's remedies, in addition to the indemnification set out herein, shall be limited to a refund of any prepaid but unused fees for the Service.

c)   PBSI shall not indemnify Customer or be liable for claims arising from the use of the Service with data, hardware or software not provided by PBSI or Customer's use of the Service other than as described in this Agreement and the Documentation.

9.   PBSI Responsibilities; Support.

a)   PBSI shall use best efforts to make the Services available during the Available Hours of Operation. Support for the Service shall be available during the Available Hours of Support. Support shall consist of telephone technical support to assist Customer with the use of the Service and shall be provided in accordance with the Documentation. Telephone support calls may be monitored or recorded.

b)   The Service may be inaccessible or inoperable during certain periods to permit PBSI to perform maintenance support services ("Scheduled Downtime"). PBSI shall use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with the Scheduled Downtime or other disruption of Service.

10.   Training. Fees shall be at the rates set forth in Appendix C of DIR Contract No. DIR-SDD-1772 and in consideration of the fees, Customer may attend the training class identified therein. Training shall be provided, unless otherwise agreed to by the parties, as an online webinar or a prerecorded training session.

11.   Warranties; Disclaimers.

a)   PBSI represents and warrants to Customer that the Service shall materially conform to the Documentation. PBSI further represents and warrants that any consulting or support shall be performed in a professional manner in accordance with generally accepted industry standards and practice. PBSI does not warrant the operability or accuracy of any Customer Data processed by PBSI.

b)   EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT, PBSI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. EXCEPT AS PROVIDED IN SECTION 8, PBSI SHALL NOT BE LIABLE FOR ANY LOSS OF CUSTOMER DATA OR LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE SERVICE.

c)   THE SERVICE IS DEPENDENT ON ADDRESS, DEMOGRAPHIC, BUSINESS AND A VARIETY OF OTHER DATA PROVIDED BY THIRD PARTY DATA PROVIDERS. EXCEPT AS SET OUT IN SECTION 8 AND SECTION 11(A), ACCESS AND USE OF ANY OR ALL SUCH DATA AND SOFTWARE IS PROVIDED "AS IS".

12.   Limitation of Liability. Limitation of Liability shall be governed by Section 9.K. of Appendix A of DIR Contract No. DIR-SDD-1772.

13.   Termination. Termination shall be in accordance with Section 10.B. of Appendix A of the DIR Contract No. DIR-SDD-1772.

14.   Force Majeure. Force Majeure shall be in accordance with Section 10.C. of Appendix A of DIR Contract No. DIR-SDD-1772.

15.   Assignment. Assignment shall be in accordance with Section 4.D. of Appendix A of DIR Contract No. DIR-SDD-1772.

16.   Publicity. Neither party shall use the name of the other party in any press release or other marketing collateral without the written consent and prior approval of the other party.

17.   Dispute Resolution and Applicable Law.

a)   DIR Contract No. DIR-SDD-1772 and this Agreement shall be governed by the laws of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
b)   In the event of a conflict between the DIR Contract No. DIR-SDD-1772 and this Agreement, the DIR Contract shall prevail. Dispute Resolution shall be in accordance with Section 10.A. of Appendix A of DIR Contract No. DIR-SDD-1772.

18.   Audit Rights. PBSI may upon reasonable notice to Customer and at PBSI's sole cost and expense, audit Customer's records to determine compliance by Customer with the terms and conditions of this Agreement. Customer shall provide all reasonable assistance to PBSI during such audit.

19.   General.

a)   No waiver of or failure to act regarding any breach of DIR Contract No. DIR-SDD-1772 and this Agreement shall

constitute a waiver of any prior, concurrent or subsequent breach of the same or other provisions hereof.

b)   Any notice alleging a breach of DIR Contract No. DIR-SDD-1772 and this Agreement shall be in writing.

c)   If any provision of this Agreement, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and the remaining provisions of the DIR Contract No. DIR-SDD-1772 and this Agreement shall remain in full force and effect.

d)   If Customer desires to retain PBSI to provide any technical services related to Customer's use of the Service, Customer and PBSI shall execute a separate technical agreement.

20.   Entire Agreement.   DIR Contract No. DIR-SDD-1772 and this Agreement constitutes the entire agreement between PBSI and Customer, and supersedes all proposals, purchase orders, understandings, representations, prior agreements or communications relevant to Customer's use of the Service. DIR Contract No. DIR-SDD-1772 and this Agreement also supersedes any preprinted terms contained on a purchase order or similar document issued by Customer subsequent to the execution of DIR Contract No. DIR-SDD-1772, this Agreement or a Subscription Order and such preprinted terms shall have no force or effect. Customer has not been induced to enter into the DIR Contract No. DIR-SDD-1772 and this Agreement by any representations or promises not specifically stated herein. Neither DIR Contract No. DIR-SDD-1772, this Agreement nor a Subscription Order shall be construed against the party that prepared such document, but instead shall be construed as if both parties prepared the DIR Contract No. DIR-SDD-1772, Agreement or Subscription Order. This Agreement shall be signed by authorized representatives of PBSI and Customer.

Agreed to and accepted:

PITNEY BOWES SOFTWARE INC.

By: _____
Name: _____
Title: _____
Date: _____
T:\FORMS CURRENT 042008\On-Demand Agreement (0210)

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1

SUBSCRIPTION ORDER

A.   SUBSCRIPTION TERM

Effective Date: **(if blank, then the date last signed by a party)**

Initial Term: 12 months

Email Contacts:

Customer:
Name:
Telephone:
Email:

PBSI:
Email:

B.   FEES: All fees shall be at the rates set forth in Appendix C of DIR Contract No. DIR-SDD-1772.

Setup Fees:

Transaction Fee:

☐   **Prepayment**

Customer agrees to pay PBSI the amount of $ for an Allotment of   Transactions to be used during the Initial Term of this Subscription Order. Upon exhaustion of the above Allotment, Customer will be billed for an additional Allotment equal to the prior Allotment at the price per Transaction set forth below, or if no price per Transaction is designated, then the current price per Transaction for the applicable Service. Purchase of an additional Allotment shall begin a new twelve (12) month Term (each, a "Renewal Term"). PBSI may discontinue Customer's access to the Service if the Allotment is consumed and Customer does not pay for the additional services. The Allotment shall consist of Transactions for the designated Service at the price outlined in the table below. If any Service other than those outlined below is used by Customer, the fee for the Transactions allocated to such Service shall be the then current Price per Transaction for that Service according to PBSI's current price book. Invoicing and Payment shall be in accordance with Section 7.B. and 7.C. of Appendix A of DIR Contract No. DIR-SDD-1772.

Service Name	Number of Transactions	Price per Transaction	Annual Cost
TOTAL ANNUAL COST			

- Price per Transaction Table.

Service Name	Number of Transactions	Price per Transaction

C.   TRAINING

Class	Number of Students	Fees	EXPIRATION DATE

Customer must attend the training course prior to the expiration date. If Customer fails to have personnel attend the training class prior to such expiration date, Customer will not receive a refund of the training fees.

D.   ADDITIONAL TERMS:

1.   **VeriMove Access.** The following terms apply to the VeriMove Access OnDemand Service

   a)   VeriMove Access Service contains the United States Postal Service ("USPS") NCOA/Link data product and is made available to Customer solely to update a list, system, group or other collection of at least 100 unique names and addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the USPS (herein "Deliverables") solely for delivery by the USPS.

   b)   Customer shall not develop or use the NCOA/Link data, service to compile or maintain a list or collection of names and addresses or addresses only of new movers or to create other products or data bases or collections of information concerning new movers, histories of address changes, lists or histories of residents, or other informational or data sources based upon information received from or through the NCOA/Link data for the purpose of renting, selling, transferring, disclosing, making available or otherwise providing such information to an entity unrelated to Customer.

   c)   For the purposes of communicating with addressees on Customer's Mailing Lists and for the purpose of record-keeping, however, Customer is permitted to retain updated addresses so long as not used in violation of this Agreement, for individuals and entities with whom it has or has had a business relationship, in connection with which it will use the updated address; however, these updated addresses may only be used by Customer and Customer may use them only for carrying out Customer's organizational purposes in connection with that individual or entity and may not transfer, disclose, license or distribute to, or be used by any other entity or individual whatsoever.

   d)   No proprietary Mailing List that contains both old and corresponding updated address records, or any service product or system of lists that can be used to link old and corresponding updated address records, if updated by use of NCOA/Link, shall be rented, sold, transferred, disclosed, made available, or otherwise provided, in whole or in part to Customer's customers or any other individual or entity.

2.   **United States Postal Service ("USPS") Delivery Point Validation, SuiteLink and LACS Link.** In addition to the terms and conditions set out in the DIR Contract No. DIR-SDD-1772, this Agreement and the Subscription Order, use of the USPS' delivery point validation ("DPV"), SuiteLink and LACSLink software shall be subject to the additional terms set out at *http://www.pbinsight.com/about/legal/usps-terms-suitelink-product/* and such additional terms are hereby incorporated herein. Such terms shall apply to VeriMove Access OnDemand, Validate Address and any other Service that provides Customer with access to USPS' DPV, SuiteLink and LACSLink data. Should there be a conflict between SuiteLink and LACSLink and the DIR Contract, the DIR Contract No. DIR-SDD-1772 shall prevail.